

Exhibit 89

From: Javier Cano Pecci <javier@eurosemillas.com>
Sent: Tuesday, September 17, 2013 1:34 PM
To: Douglas Shaw Private
Subject: FW: Test Agreement for UC Davis Strawberry Varieties
Attachments: 2013 09 17 Trans Ltr_via email Cover Letter_Eurosemillas Test Agt.pdf; 2013 09 17 Eurosemillas Test Agreement.pdf

This time we have a test agreement
We will sign it

De: Kendra ONeal Smith <kosmith@ad3.ucdavis.edu>
Fecha: martes, 17 de septiembre de 2013 21:04
Para: Cano Manolo <manolo@eurosemillas.com>
CC: Javier Cano pecci <javier@eurosemillas.com>, Andrea Ortega Leiva <aortega@eurosemillas.com>, Carriere <mdcarriere@ucdavis.edu>, Curt Gaines OTT <cegaines@ucdavis.edu>
Asunto: Test Agreement for UC Davis Strawberry Varieties

Dear Mr. Cano,

Attached for your review is a Test Agreement for University of California Strawberry Cultivars as identified on Page 2 of the attached Agreement.

Please note: We have included two addresses in item 1.3 under "Authorized Territory," which seem to correspond to the addresses used in the last "high elevation plantings" Test Agreement you signed. Could you please verify that these are the correct addresses to use for this Test Agreement? If not, please provide the correct addresses, and I will revise the Agreement accordingly. Thank you.

If the Agreement is in order, please print two copies, sign both originals and return them to our office at the above address. We will then have the Agreement signed on behalf of The Regents, and will return one fully executed original to you.

Please feel free to contact me at (530) 754-8713 or kosmith@ad3.ucdavis.edu, if you have any questions.

We look forward to working with you under the Agreement.

Many regards,
Kendra

KENDRA SMITH, Ph.D.
Intellectual Property Analyst
Technology Transfer Services
UC Davis InnovationAccess
1850 Research Park Drive, Suite 100
Davis, CA 95618
Tel: 530-754-8713
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kosmith@ad3.ucdavis.edu

www.research.ucdavis.edu/InnovationAccess

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SANTA BARBARA • SANTA CRUZ

OFFICE OF RESEARCH
UC Davis InnovationAccess
1850 Research Park Dr., Suite 100
Davis, California 95618
Telephone: (530) 754-8649
Fax: (530) 754-7620

September 17, 2013

VIA EMAIL

Manolo@eurosemillas.com

Javier@eurosemillas.com

aortega@eurosemillas.com

Eurosemillas, S.A.
Paseo de la Victoria 31-1ºA
14004 Cordoba, Spain

Attention: Manolo Cano

**RE: Test Agreement for:
University of California Strawberry Cultivars**

Dear Mr. Cano,

Attached for your review is a Test Agreement for University of California Strawberry Cultivars as identified on Page 2 of the attached Agreement.

Please note: We have included two addresses in item 1.3 under "Authorized Territory," which seem to correspond to the addresses used in the last "high elevation plantings" Test Agreement you signed. Could you please verify that these are the correct addresses to use for this Test Agreement? If not, please provide the correct addresses, and I will revise the Agreement accordingly. Thank you.

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Please feel free to contact me at (530) 754-8713 or kosmith@ad3.ucdavis.edu, if you have any questions.

We look forward to working with you under the Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kendra Smith'.

Kendra Smith
Intellectual Property Analyst
UC Davis InnovationAccess

/kos

Enclosure: Test Agreement

cc: Michael Carriere
Curtis Gaines

Test Agreement for Strawberries

Between

Eurosemillas, S.A.

And

The Regents of The University of California

This test agreement ("Agreement") is effective September 1, 2013 ("Effective Date"), by and between The Regents of the University of California ("The Regents"), a California corporation, having its statewide administrative offices at 1111 Franklin Street, 12th Floor, Oakland, California 94607-5200, as represented by the Davis Campus Technology Transfer Services, having its administrative office at 1850 Research Park Drive, Suite 100, Davis, California 95618-6134 and Eurosemillas, S.A. ("Recipient"), having a principal place of business and a business mailing address at Paseo de la Victoria 31-1^oA, 14004 Cordoba, Spain. The Regents and Recipient are referred to below on occasion as "the parties".

Recitals

Whereas, certain plant Selections are owned by The Regents;

Whereas, Recipient has requested certain rights from The Regents to possess and test plants of the Selections; and,

Whereas, The Regents is willing to grant certain rights to Recipient so that plants of the Selections can be possessed and tested by Recipient under the terms and conditions of this Agreement.

The parties agree as follows:

1. Definitions

As used in this Agreement, the following terms will have the meaning set forth below:

1.1 "Selections" means the following strawberry genotypes:

Selection #	Type of Plant Material Provided	Amount of Plant Material Provided	Authorized Number of Plants for Possession ("Authorized Number of Plants")
<u>'Merced'</u>	<u>Bareroot</u>	<u>2,000</u>	<u>2,000</u>
<u>8.20-602</u>	<u>Bareroot</u>	<u>2,000</u>	<u>2,000</u>
<u>8.55-2</u>	<u>Bareroot</u>	<u>2,000</u>	<u>2,000</u>
<u>8.132-608</u>	<u>Bareroot</u>	<u>2,000</u>	<u>2,000</u>
<u>8.181-1</u>	<u>Bareroot</u>	<u>200</u>	<u>200</u>
<u>9.12-605</u>	<u>Bareroot</u>	<u>300</u>	<u>300</u>
<u>9.20-609</u>	<u>Bareroot</u>	<u>300</u>	<u>300</u>
<u>9.37-1</u>	<u>Bareroot</u>	<u>200</u>	<u>200</u>
<u>9.132-3</u>	<u>Bareroot</u>	<u>200</u>	<u>200</u>
<u>9.180-1</u>	<u>Bareroot</u>	<u>300</u>	<u>300</u>
<u>10.30-1</u>	<u>Bareroot</u>	<u>100</u>	<u>100</u>
<u>10.37-604</u>	<u>Bareroot</u>	<u>300</u>	<u>300</u>
<u>10.106-8</u>	<u>Bareroot</u>	<u>100</u>	<u>100</u>
<u>10.124-2</u>	<u>Bareroot</u>	<u>200</u>	<u>200</u>
<u>10.141-1</u>	<u>Bareroot</u>	<u>200</u>	<u>200</u>

1.2 "Plant Materials" means plants of the Selections, asexually propagable plant parts of the Selections, and the seed, pollen, progeny (including seedling progeny), and derivatives of such plants and plant parts including, but not limited to:

1.2.1 Plant tissue capable of being propagated asexually or micropropagated.

- 1.2.3 Meristematic material.
- 1.2.4 Bareroot plants.
- 1.2.5 Containerized plants in soil or other nutritive material.
- 1.2.6 Any mutation or mutations discovered in the Plant Materials.

1.3 "Authorized Territory" means the land, fields, greenhouses, laboratories, and storage buildings where the Plant Materials will remain during testing that are owned or controlled by Recipient on the Effective Date, and that are located at the address set forth below or at such other address as consented to in writing by The Regents:

- 1.) Instituto Tecnológico Agrario de Castilla y León
Dpto. De Hortofruticultura, Carretera de Burgos, Km. 119
47071 Valladolid, Spain
- 2.) Eurosemillas Strawberry Test Station, Huelva, Spain

1.4 "Third Party" means any entity which is not a party to this Agreement. "Third Party" includes, but is not limited to, affiliates of Recipient.

1.5 "Transfer" means conveyance by any means including, but not limited to, offering to sell, selling, renting, leasing, loaning, gifting, donating, or transporting.

2. Terms and Conditions

2.1 Subject to the limitations set forth in this Agreement, The Regents hereby grants to Recipient the right to possess the Plant Materials and to use the Plant Materials only for testing purposes in, and only in, the Authorized Territory.

2.2 The rights granted by The Regents to Recipient concerning the Plant Materials are limited to those expressly stated in this Agreement. Recipient acknowledges that title to the Plant Materials, including the tangible material comprising the Plant Materials, is owned by The Regents and is not transferred to Recipient hereunder.

2.3 Unless The Regents otherwise provides written notice to Recipient, the amount and type of Plant Materials to be provided to Recipient by The Regents are as specified in Paragraph 1.1 above. Recipient will pay or arrange for the payment of all the costs of obtaining and maintaining the Plant Materials. The Plant Materials may be obtained by Recipient from Lassen Canyon Nursery, Inc., Redding, California.

2.4 Recipient may propagate the Plant Materials to produce only as many plants as specified in Paragraph 1.1 above. Excess numbers of authorized plants must be destroyed immediately.

2.5 Recipient will comply with all special instructions of The Regents, if any, for the handling, planting, growing, harvesting of fruit, maintenance and disposition of the Plant Materials.

2.6 Recipient will permit The Regents to enter the Authorized Territory in order to: (a) inspect the Plant Materials; (b) obtain samples, including crop samples; (c) collect data; and (d) determine compliance by Recipient with the terms of this Agreement. Upon request, Recipient will provide The Regents with full information concerning (i) the conditions under which the Plant Materials have been grown in the tests, including, but not limited to, the methods used in their care, and (ii) the results of the tests, including, but not limited to, results concerning plant growth, crop yield, plant characteristics and plant health.

2.7 Unless otherwise consented to by The Regents in writing, Recipient will not publish, or otherwise disclose to any Third Party, information about the Plant Materials or any other information that is proprietary to The Regents, except to the extent that any such information is or becomes publicly available as a consequence of publication by The Regents or by any Third Party. The Regents may disclose to others information concerning the tests, including the test results, conducted by Recipient with the Plant Materials.

2.8 Recipient will not, by action or inaction, cause or allow any of the Plant Materials to be Transferred to a Third Party or to be transported outside the Authorized Territory. Recipient will not abandon any of the Plant Materials. In the event Recipient sells, or otherwise relinquishes control of, any part of the Authorized Territory, Recipient will inform The Regents in writing at least thirty (30) days in advance of such sale or relinquishment and, unless The

Regents requests otherwise in writing, Recipient will destroy the Plant Materials located in such part of the Authorized Territory before a Third Party so acquires such part of Authorized Territory. No exceptions are permitted to this Paragraph 2.8 except by written consent of The Regents.

2.9 Recipient will not alter the Plant Materials or any part or component thereof through crossbreeding or genetic engineering. Recipient will not use the Plant Materials or any part or component thereof to alter any other plant through crossbreeding or genetic engineering. Recipient will not asexually propagate the Plant Materials, except for the purpose of propagating plants up to the Authorized Number of Plants to the extent permitted in Paragraph 2.4 above. Recipient will not allow any Third Party to perform any act prohibited in this Paragraph 2.9.

2.10 Recipient acknowledges that not all of the characteristics of the Plant Materials are known. Recipient will use the Plant Materials with caution and prudence.

2.11 Recipient will hold The Regents harmless from all risk resulting directly or indirectly from use of the Plant Materials by Recipient.

2.12 Either party may terminate this Agreement either in full, or with respect to any given Selection covered by Paragraph 1.1 of this Agreement, for any reason, by giving written notice to the other party. This Agreement will terminate either in full, or with respect to any such given Selection, on the date ("Termination Date") thirty (30) days subsequent to the date upon which such notice is given. Unless the parties otherwise agree in writing (such as in the form of a license agreement between the parties covering the Plant Materials), or unless The Regents otherwise provides Recipient with a written request to the contrary, upon termination of this Agreement Recipient will destroy all Plant Materials in its possession (or, in the event of partial termination, the Plant Materials in its possession which are covered by the termination) with such destruction of Plant Materials to be completed by the date ninety (90) days subsequent to the Termination Date. Within thirty (30) days of such destruction, Recipient will provide written notice to The Regents that the Plant Materials have been destroyed.

2.13 Unless otherwise terminated by operation of law or by acts of the parties in accordance with the terms of this Agreement, this Agreement will be in force from the Effective Date recited on page one above and will remain in effect until the expiration date of this

Agreement which is August 31, 2014 (“Expiration Date”). Unless the parties otherwise agree in writing (such as in the form of a license agreement between the parties covering the Plant Materials), or unless The Regents otherwise provides Recipient with a written request to the contrary, upon expiration of this Agreement Recipient will destroy all Plant Materials in its possession, with such destruction of Plant Materials to be completed by the date ninety (90) days subsequent to the Expiration Date. Within thirty (30) days of such destruction, Recipient will provide written notice to The Regents that the Plant Materials have been destroyed.

2.14 The following terms and conditions will survive the termination or expiration of this Agreement:

Paragraph 2.7	Confidentiality obligation
Paragraph 2.11	Hold harmless obligation
Paragraph 2.12	Obligation to destroy Plant Materials upon termination
Paragraph 2.13	Obligation to destroy Plant Materials upon expiration

2.15 Unless either party otherwise informs the other in writing, contact information for the parties is, respectively, as follows:

(a) Contact Information for Recipient (to the extent applicable):

Name of Contact Person:	Manolo Cano
Title of Contact Person:	Manager
Telephone Number:	+34 606 466 750
Fax Number:	+34 957 422 092
Email Address:	manolo@eurosemillas.com

(b) Contact information for Technology Transfer Services, University of California, Davis:

Telephone Number:	(530) 757-3432
Fax Number:	(530) 758-3276

2.16 This Agreement will not be binding upon the parties until it has been signed below on behalf of each party, in which event it will be effective as of the Effective Date recited on page one above. No amendment or modification hereof will be valid or binding upon the parties unless made in writing and signed on behalf of each party.

2.17 This Agreement binds and benefits The Regents, and successors and assigns of The Regents. This Agreement is personal to Recipient and assignable by Recipient only with the written consent of The Regents.

2.18 This Agreement will be interpreted and construed in accordance with the laws of the State of California, excluding any choice of law rules that would direct the application of laws of another jurisdiction.

2.19 This Agreement embodies the entire understanding of the parties with respect to the subject matter of this Agreement, and supersedes all previous communications, representations or understandings, either oral or written, between the parties relating to the subject matter hereof.

The remainder of this page is intentionally left blank.

The Regents and Recipient have executed this Agreement in duplicate originals by their respective, authorized officers on the date(s) indicated below.

Recipient _____

The Regents of the University
of California

By: _____
Signature

By: _____
Signature

Printed Name

Clinton H. Neagley
Associate Director
UC Davis InnovationAccess

Title

Date

Date